

United States Bankruptcy Court

Eastern District of Michigan

Southern Division

Bankruptcy Case No. 13-53846

2014 SEP - 9 AM 10:00  
RECEIVED  
U.S. BANKRUPTCY COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION  
13-53846

To: Honorable Judge Steven W. Rhodes

Cc: The City of Detroit Law Department

From: Phyllis L Hernandez (case no. 10-009510-CZ)

RE:

PHYLLIS L HERNANDEZ'S RESPONSE TO CITY OF  
DETROIT'S BRIEF IN SUPPORT OF OBJECTION TO MOTION  
FILED BY PHYLLIS L HERNANDEZ AND CITY OF DETROIT'S  
SUPPLEMENT TO OBJECTION TO MOTION FOR RELIEF  
FROM STAY FILED BY PHYLLIS L HERNANDEZ

Phyllis L Hernandez notes that she is listed on the City of Detroit's schedule as a creditor listed as contingent, unliquidated and DISPUTED filed by the City (Thank You). I was only made aware of my lawsuit being included in the Bankruptcy on June 9, 2014 when I received a surprise letter from my former attorney Peter Macuga (enclosed). After some research I found that Mr. Macuga

was also representing the General Retirement System of the City of Detroit (case no. 10-010491-CK) while he was representing me (enclosed). I also found that he was defending himself against his third DUI (enclosed) all of which was going on during my lawsuit which I'm sure took precedence over my case but none the less.....

According to the Federal Rules of Bankruptcy procedures:

[Federal Rules of Bankruptcy Procedure](#) › [PART IX—GENERAL PROVISIONS](#) › Rule 9014. Contested Matters

## Rule 9014. Contested Matters

- (a) Motion. In a contested matter not otherwise governed by these rules, relief shall be requested by motion, and reasonable notice and opportunity for hearing shall be afforded the party against whom relief is sought. No response is required under this rule unless the court directs otherwise.
- (b) Service. The motion shall be served in the manner provided for service of a summons and complaint by Rule 7004 and within the time determined under Rule 9006(d). Any written response to the motion shall be served within the time determined under Rule 9006(d). Any paper served after the motion shall be served in the manner provided by Rule 5(b) F. R. Civ. P.
- (c) Application of Part VII Rules. Except as otherwise provided in this rule, and unless the court directs otherwise, the following rules shall apply: 7009, 7017, 7021, 7025, 7026, 7028–7037, 7041, 7042, 7052, 7054–7056, 7064, 7069, and 7071. The following subdivisions of Fed. R. Civ. P. 26, as incorporated by Rule 7026, shall not apply in a contested matter unless the court directs otherwise: 26(a)(1) (mandatory disclosure), 26(a)(2) (disclosures regarding expert testimony) and 26(a)(3) (additional pre-trial disclosure), and 26(f) (mandatory meeting before scheduling conference/discovery plan). An entity that desires to perpetuate testimony may proceed in the same manner as provided in Rule 7027 for the taking of a deposition before an adversary proceeding. The court may at any stage in a particular matter direct that one or more of the other rules in Part VII shall apply. The court shall give the parties notice of any order issued under this paragraph to afford them a reasonable opportunity to comply with the procedures prescribed by the order.

## **Rule 3003. Filing Proof of Claim or Equity Security Interest in Chapter 9 Municipality or Chapter 11 Reorganization Cases**

(a) Applicability of Rule. This rule applies in chapter 9 and 11 cases.

(b) Schedule of Liabilities and List of Equity Security Holders.

(1) *Schedule of Liabilities.* The schedule of liabilities filed pursuant to §521(l) of the Code shall constitute *prima facie* evidence of the validity and amount of the claims of creditors, unless they are scheduled as disputed, contingent, or unliquidated. It shall not be necessary for a creditor or equity security holder to file a proof of claim or interest except as provided in subdivision (c)(2) of this rule.

## **Rule 3003. Filing Proof of Claim or Equity Security Interest in Chapter 9 Municipality or Chapter 11 Reorganization Cases**

(c) Filing Proof of Claim.

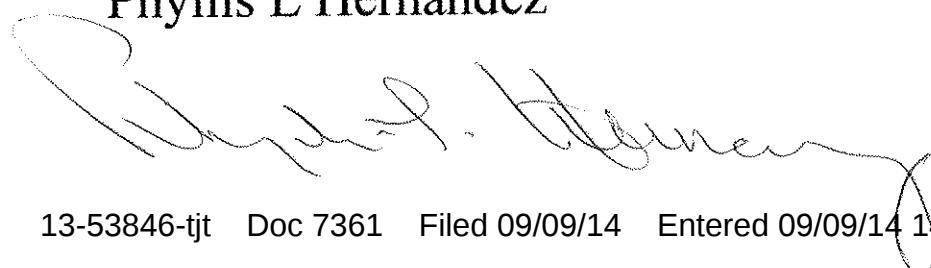
(2) *Who Must File.* Any creditor or equity security holder whose claim or interest is not scheduled or scheduled as disputed, contingent, or unliquidated shall file a proof of claim or interest within the time prescribed by subdivision (c)(3) of this rule; any creditor who fails to do so shall not be treated as a creditor with respect to such claim for the purposes of voting and distribution.

According to the law I have found that because the City of Detroit did file my case as disputed and we are in a dispute with these motions and responses going back and forth as to whether or not you should grant my relief of stay on my case and I am trial ready with proof of years of past and current corruption in presenting my case “in good faith” which is something the City of Detroit cannot defend against. I respectfully argue/dispute the City’s motion/dispute that my case remain in stay holds no merit and should come before this court with the upmost urgency. The manner in which the Detroit Police Authorized Towing non-contracts are being offered as permits written by the Detroit Board of Police Commissioner’s after years of debate and corruption is even today not being followed with multiple same company owners with co-mingled assets being allowed to circumvent the towing list causing great financial hardship against those towers that are not allowed to have multiple companies and those towers such as myself that were never allowed to work for the City of which was the focus of the towing indictments brought against former Mayor Kwami Kilpatrick and Gasper Fiore’s grand jury testimony stating he was “extorted”. Is he being extorted now? Is the other person with multiple companies being extorted too? This debate has even caused the change of the Detroit City Charter with

the Detroit City council's "amendments" in how City Contracts are procured (section 18-5) which now leaves anyone with an honest desire to work for the city out. I've noticed 55-15 is also "amended" in regards to towing. I've also noticed many July/2014 towing contracts (multiple Gasper Fiore owned companies) approved by the Detroit City Council. I'm sure the City will argue that these contracts are for the abandoned vehicles that were formerly towed by city towers back to their lot's that are now being towed to a improperly zoned City tow yard that auctions off the car's by sealed bids.....one must wonder who is buying all those car's if one does not already know. My permit to tow was rejected because they said my yard was improperly zoned and not zoned as a "Police tow yard" so I spend thousands of dollars (which I didn't have to spare) to have it changed and then with-in a month the City voted to abolish the Police Impound zoning which was put before the council by HAL architecture (towing company?). This is a small insight to what my life for over a decade and how it continues today.

Respectfully submitted:

Phyllis L Hernandez

A handwritten signature in black ink that reads "Phyllis L Hernandez". The signature is fluid and cursive, with "Phyllis" on the top line and "L Hernandez" on the bottom line.

**MACUGA, LIDDLE & DUBIN, P.C.**

ATTORNEYS AND COUNSELORS AT LAW  
975 E. JEFFERSON AVE.  
DETROIT, MICHIGAN 48207-3101

PETER W. MACUGA II  
STEVEN D. LIDDLE  
DAVID R. DUBIN  
LAURA L. SHEETS  
KAREN C. LIDDLE  
NICHOLAS A. COULSON

TELEPHONE  
(313) 392-0015

FACSIMILE  
(313) 392-0025

June 9, 2014

Phyllis Hernandez  
27201 Roney Ave.  
Brownstown Twp., MI 48183-4848

RE: *Hernandez v. City of Detroit*

Dear Phyllis:

With this letter you will find a Notice addressed to you from the United States Bankruptcy Court. As we have discussed in the past, your lawsuit, along with all other pending lawsuits against the City of Detroit were consolidated within the jurisdiction of the United States Bankruptcy Court and are considered by the bankruptcy law to be unsecured claims against the Debtor (Detroit) estate.

At paragraph ten (10) of the "Bankruptcy Plan", which has already been preliminarily approved by the Bankruptcy Court, all lawsuits pending against the City of Detroit as of the date of the filing of the Bankruptcy Petition by Detroit are to be dismissed with their claims with prejudice.

You and I may believe this to be unjustified and unfair but such a ruling is common and normal according to the Bankruptcy Laws of the United States. Your case has not been singularly treated as all pending lawsuits against the City of Detroit will be dismissed with prejudice on the same date by the Bankruptcy Court. We both know that your suit was justified and supported by the evidence and by the indictments from the various Federal prosecutions against former Detroit officials.

I am sorry that this has occurred but it is, while discouraging, a normal function of the Bankruptcy Law. While you have no secured recompense for your damages you can at least be proud that you fought the good fight and won.

Respectfully,  
Macuga, Liddle & Dubin, P.C.



02/04/2013	<b>CANCELED Trial</b> (9:00 AM) (Judicial Officer Gillis, John H., Jr.) <i>Dismiss Hearing or Injunction</i>
03/21/2013	<b>CANCELED Settlement Conference</b> (9:00 AM) (Judicial Officer Gillis, John H., Jr.) <i>Case Disposed/Order Previously Entered</i>

### Third Judicial Circuit of Michigan - Case Records Search Results

Home	My Account	Logout	My Account	Search	New Case	Web Access Instruction
Search	Refine Search					Michigan Judicial Branch

Record Count:	Location :	Non-Criminal Cases	19
Search By: Attorney	Exact Name: on	Party Search Mode: Name	Last Name: macuga
All			First Name: peter
Date Filed On or After: 01/01/2008		Sort By: Filed Date	
Case Number	Style	Filed/Location	Type/Status
09-000974-NZ	WEED, JACQUELINE S v HARPER WOODS CITY OF , et al.	01/13/2009 Civil Division	(NZ) - Other Damage Suits Final
09-002544-NZ	SANDERS, RICHARD , et al. v GROSSE POINTE FARMS CITY OF	02/02/2009 Civil Division	(NZ) - Other Damage Suits Final
09-026661-NO	CAVANAUGH, LORAINNE v GROSSE POINTE FARMS CITY OF , et al.	10/29/2009 Civil Division	(NO) - Other Personal Injury Final
10-009510-CZ	HERNANDEZ, PHYLLIS v DETROIT BOARD OF POLICE COMMISSIONERS , et al.	08/18/2010 Civil Division	(CZ) - General Civil Stay
10-010491-CK	POLICE AND FIRE RETIREMENT SYS OF THE CITY OF DET v ICG REAL ESTATE ADVISORS LLC , et al.	09/10/2010 Civil Division	(CK) - Contracts Final
10-012652-CK	GENERAL RETIREMENT SYSTEM OF THE CITY OF DETROI v ICG REAL ESTATE ADVISORS LLC , et al.	10/28/2010 Civil Division	(CK) - Contracts Final

Register of Actions

Case No. 10-010491-CK

Party Information

**Defendant**

**ICG REAL ESTATE ADVISORS LLC**

**Lead Attorneys**

**David W. Warren**  
Â Â *Retained*  
(248) 855-2233(W)

**Defendant**

**INHERITANCE CAPITAL GROUP LLC**

**David W. Warren**  
Â Â *Retained*  
(248) 855-2233(W)

**Defendant**

**Shumake, Robert**

**David W. Warren**  
Â Â *Retained*  
(248) 855-2233(W)

**Plaintiff**

**POLICE AND FIRE RETIREMENT SYS OF THE  
CITY OF DET**

**Ronald A. King**  
Â Â *Retained*  
(517) 318-3015(W)

**Plaintiff**

**Police and Fire Retirement System of the City of  
Detroit**

**Aaron O. Matthews**  
Â Â *Retained*  
(517) 318-3018(W)

**Third Party  
Defendant**

**GENERAL RETIREMENT SYSTEM OF THE  
CITY OF DETROIT**

**Peter W. Macuga**  
Â Â *Retained*  
(313) 282-3527(W)

**Third Party  
Defendant**

**W&D REAL ESTATE OPPORTUNITY FUND I  
MANAGER LLC**

**Ronald A. King**  
Â Â *Retained*

STATE OF MICHIGAN

ATTORNEY DISCIPLINE BOARD  
FILED

Attorney Discipline Board

11 JUL 21 AM 11:15

GRIEVANCE ADMINISTRATOR,  
Attorney Grievance Commission,

Petitioner,

v

Case Nos. 10-25-AI; 10-39-JC

PETER W. MACUGA, II, P 28114,

Respondent.

/

**REPORT OF TRI-COUNTY HEARING PANEL #9**

PANEL MEMBERS: Michael J. Watza, Chairperson  
A. David Baumhart, III, Member  
Robert L. Willis, Jr., Member

APPEARANCES: Cynthia C. Bullington, Assistant Deputy Administrator  
for the Petitioner

Kenneth M. Mogill,  
for the Respondent

**I. EXHIBITS**

Please see Index to Exhibits on page 2 of the December 1, 2010, hearing transcript and  
page 2 of the February 15, 2011, hearing transcript.

**II. WITNESSES**

December 1, 2010 Hearing  
Linda Harms  
Peter W. Macuga, II, Respondent

February 15, 2011 Hearing  
Hon. Kathleen MacDonald  
Amos Williams

**APPENDIX**

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

In re: ) Chapter 11  
 )  
EDISON MISSION ENERGY, et al., ) Case No. 12-49219 (JPC)  
 )  
Debtors. ) (Jointly Administered)

**MOTION TO LIFT AUTOMATIC STAY TO ALLOW CONTINUANCE OF  
PROCEEDINGS IN ILLINOIS STATE COURT**

*Greg Paraday, et al., v. Midwest Generation, LLC*, Case No. 2012-CH-1575 (hereinafter “*Paraday*”) and *Eulalio Bastida, et al. v. Midwest Generation, LLC*, Case No. 2012-CH-1576 (hereinafter “*Bastida*”) by and through their attorneys, Peter W. Macuga of Macuga, Liddle, and Dubin, P.C, hereby move this Honorable Court, pursuant to 11 U.S.C. § 362(d) and Bankruptcy Rule 4001, to enter an Order lifting the automatic stay and allow *Paraday* and *Bastida*, to proceed with the two separate pending class litigation cases against debtor, Midwest Generation, LLC., under the condition that no judgment obtained by either *Paraday* and *Bastida* will be enforced against Midwest Generation LLC, until the conclusion of Debtor’s Chapter 11 Bankruptcy proceeding. In support, *Paraday* and *Bastida* say as follows:

*he  
knows  
how*

**INTRODUCTION**

1. By this motion, *Paraday* and *Bastida* seek an order lifting the automatic stay imposed on the separate state class action cases *Greg Paraday, et al., v. Midwest Generation, LLC*, Case No. 2012-CH-1575 and *Eulalio Bastida, et al. v. Midwest Generation, LLC*, Case No. 2012-CH-1576. (See Exhibit 1-2).

**City Of Detroit  
City Council Approved Contracts  
for Calendar Year 2014**

<b><u>Approval Date</u></b>	<b><u>Contract #</u></b>	<b><u>Vendor Name</u></b>	<b><u>Description</u></b>
7/22/2014	2879763	Randy Lane	100% City Funding - To Provide Accounting Services for Preparation of the City's 2013 CAFR and for the Department of Municipal Parking's Financial Statements - Contractor: Randy Lane, PC, CPA, Location: 535 Griswold, Suite 111-603, Detroit, MI 48226 - Contract Period: June 1, 2013 through June 30, 2014 - Increase Amount: \$68,346.00 - Contract Amount: \$276,846.00.
7/22/2014	2895205	Williams Detroit Diesel	100% City Funding - To Provide Parts and Service for Detroit Diesel, Mercedes Benz Allison Transmission (Non-Coach) Parts - Contractor: Williams Detroit Diesel, Location: 4000 Stocker Avenue, Detroit, MI 48126 - Contract Period: June 1, 2014 through May 31, 2015 - Contract Amount: \$100,000.00.
7/22/2014	2796123	BDM, LLC	100% City Funding - Moving Service - Need Additional Funds to Move Departments for Space Planning - Contractor: BDM, LLC, Location: 1301 W. Lafayette, Ste 419, Detroit, MI 48226 - Contract Period: June 15, 2009 through March 15, 2015 - Increase Amount: \$125,000.00 - Contract Amount Not to Exceed: \$2,494,159.00
7/22/2014	2878430	Lynch Road Properties (Excess Water Bill @ Hubber)	100% City Funding - To Provide Compensation to Lynch Road Properties for an Outstanding Water Bill Pertaining to a Water Main Break at the Huber Facility - Contractor: Lynch Road Properties, Location: 19550 Harper Avenue, Harper Woods, MI 48225 - Contract Amount: \$25,516.58
7/22/2014	2895425	W-3 Construction (NW Activities Cntr)	100% City Funding - Notification of Emergency Procurement as Provided by Ordinance No. 15-00 - Description of Procurement: Emergency Electrical Repairs at the Northwest Activity Center - Basis for the Emergency: To Maintain the Operations and Security of the Northwest Activity Center - Contractor: W-3 Construction, Location: 7601 Second Avenue, Detroit, MI 48202 - Contract Amount: \$78,700.00.
7/22/2014	2893815	Southwest Counseling Solution	100% Federal Funding - To Provide Public Services to the Homeless - Contractor: Southwest Counseling Solution, Location: 5716 Michigan Avenue, Detroit, MI 48210 - Contract Period: January 1, 2014 through December 31, 2015 - Contract Amount Not to Exceed: \$500,000.00

Towing contracts?  
Thought they were permits?

7/22/2014	2893819	Operation Get Down	100% Federal Funding - To Provide Public Services to the Homeless - Contractor: Operation Get Down - Warming Center, Location: 10190 Harper Avenue, Detroit, MI 48213 - Contract Period: November 1, 2013 through December 31, 2015 - Contract Amount Not to Exceed: \$200,000.00
7/22/2014	2892443	Warren Conner Development	100% Federal Funding - To Provide Facility Renovation to the Warren Facility at 4401 Conner Avenue, Detroit, Michigan 48215 - Contractor: Warren Conner Development Coalition, Location: 11148 Harper, Detroit, MI 48213 - Contract Period: August 15, 2014 through February 28, 2016 - Contract Amount: \$100,000.00
7/22/2014	2892393	BBK Towing	100% City Funding - To Provide Towing Services for Abandoned Vehicles Citywide - Contractor: BBK Towing & Recovery, Inc., Location: 1821 Trombly St., Detroit, MI 48211 - Contract Period: July 1, 2014 through June 30, 2017 - Contract Amount Not to Exceed: \$51,000.00; 3 years
7/22/2014	2893676	TMC Alliance	100% City Funding - Notification of Emergency Procurement as Provided by Ordinance No. 15-00 - Description of Procurement: Repairs to Distribution and Lighting System due to Storm on April 14, 2014 - Basis for the Emergency: Area Wide Black Outs and Non Functioning Traffic Signals as well as Live Wires on the Ground Endangering the Population - Contractor: TMC Alliance, Location: 5671 Trumbull Avenue, Detroit, MI 48208 - Contract Amount: \$179,708.10
7/28/2014	2895272	CMI, a York Risk Services Co.	100% City Funding - Risk Management Services - Contracting for Third Party Administration of the City's Workers' Compensation Claims - Contractor: CMI, a York Risk Services Company, Inc., Location: 99 Cherry Hill Road, Suite 102, Parsippany, NJ 07054 - Contract Period: September 1, 2014 through September 1, 2017 - Contract Amount Not to Exceed 2,402,918.00
7/29/2014	2834599	Renkim Corporation	100% City Funding - To Provide Printing of Form 1099-G - Contractor: Renkim Corporation, Location: 13333 Allen Road, Southgate, MI 48195 - Contract Period: January 1, 2015 through December 31, 2015 - Contract Amount: \$44,220.00
7/29/2014	2895740	Wayne County Board of Canvassers (Vote re-count)	100% City Funding - To Provide Election Canvassers Reimbursement for City of Detroit Recount - Contractor: Wayne County Board of Canvassers, Location: 2 Woodward Avenue, Room 502, Detroit, MI 48226 - Contract Period: September 10, 2013 through September 26, 2013 - Contract Amount: \$128,125.61

7/29/2014	2888170	Aquarius Professional Staffing	100% City Funding - To Provide Temporary Staffing/Mechanics for General Services Department - Contractor: Aquarius Professional Staffing, LLC, Location: 11800 Comex Road, Suite 100, Cincinnati, OH 45249 - Contract Period: January 14, 2014 through January 17, 2015 - Increase Amount: \$1,100,000.00 - Contract Amount: \$1,460,000.00
7/29/2014	2887459	RDS Services	100% City Funding - To Provide Retiree Drug Subsidy Services - Contractor: RDS Services, Location: 50 W. Big Beaver Road, #220, Troy, MI 48084 - Contract Period: August 4, 2014 through August 3, 2015 - Contract Amount Not to Exceed: \$50,000.00
7/29/2014	2895715	Rohr Systems d/b/a CPU	100% City Funding - To Furnish Maintenance and Repairs on UniSys Tape Drives - Contractor: Rohr Systems d/b/a CPU LLC, Location: 5033 Industrial Road, Suite #3, Farmingdale, NJ 07727 - Contract Period: August 1, 2014 through July 31, 2017 - Contract Amount Not to Exceed: \$36,000.00/3 yrs.
7/29/2014	2894025	KEO & Associates (Jayne-Lasky)	30% City, 70% State Funding - To Provide Park Improvements at Jayne-Lasky Playfield - Contractor: KEO & Associates, Location: 18286 Wyoming, Detroit, MI 48211 - Contract Period: June 25, 2014 through December 31, 2014 - Contract Amount: \$402,529.00
7/29/2014	2877933	Gillig LLC	20% State, 80% Federal Funding - To Provide OEM Parts for Gillig Transit Coaches - Contractor: Gillig, LLC, Location: 25800 Clawson, Hayward, CA 94545 - Contract Period: May 1, 2013 through April 30, 2016 - Contract Increase: \$300,000.00 - Contract Amount Not to Exceed: \$675,000.00
7/29/2014	2892168	Boulevard & Trumbull (ABAN)	100% City Funding - To Provide Towing Services for Abandoned Vehicles Citywide - Contractor: Boulevard & Trumbull, Inc., Location: 2411 Vinewood St., Detroit, MI 48216 - Contract Period: July 1, 2014 through June 30, 2017 - Contract Amount Not to Exceed: \$51,000.00
7/29/2014	2892170	City Auto Storage (ABAN)	100% City Funding - To Provide Towing for Abandoned Vehicles Citywide - Contractor: City Auto Storage LLC, Location: 14201 Joy Road, Detroit, MI 48228 - Contract Period: July 1, 2014 through June 30, 2017 - Contract Amount Not to Exceed: \$51,000.00

7/29/2014	2892176	Gene's Towing (ABAN)	100% City Funding - To Provide Towing Services for Abandoned Vehicles Citywide - Contractor: Gene's Tow, Inc. - Location: 7770 Dix Road, Detroit, MI 48209 - Contract Period: July 1, 2014 through June 30, 2017 - Contract Amount Not to Exceed: \$51,000.00
7/29/2014	2892394	B & G Towing (ABAN)	100% City Funding - To Provide Towing Services for Abandoned Vehicles Citywide - Contractor: B & G Towing, Location: 8100 Lynch Road, Detroit, MI 48234 - Contract Period: July 1, 2014 through June 30, 2017 - Contract Amount Not to Exceed: \$51,000.00
7/29/2014	2873053	Mich. Dept. of Transportation	100% State Funding - To Provide Funding for Reconstruction Work Along Civic Center Drive from Jefferson Avenue to Atwater Street - Contractor: Michigan Department of Transportation, Location: P.O. Box 30050, Lansing, MI 48909 - Contract Period: November 1, 2012 through June 30, 2017 - Contract Amount: \$0.00
7/29/2014	2895687	Major Cement Co.	100% DWSD Funding - Water System Improvements: Joy Road from Trinity to Southfield Freeway-Major Cement Company, 15347 Dale, Detroit, Michigan 48223 - Contract Period: August 11, 2014 thru August 11, 2016 - Contract Amount Not to Exceed: \$14,879,642.75
7/29/2014	2892161	Bobby's Towing (ABAN)	100% City Funding - To Provide Towing Services for Abandoned Vehicles Citywide - Contractor: Bobby's Towing, Location: 10897 Lyndon St., Detroit, MI 48238 - Contract Period: July 1, 2014 through June 30, 2017 - Contract Amount Not to Exceed: \$51,000.00
7/29/2014	28922556	Troy's Towing (ABAN)	100% City Funding - To Provide Towing Services for Abandoned Vehicles Citywide - Contractor: Troy's Towing, Location: 9615 Grinnell St, Detroit, MI 48213 - Contract Period: July 1, 2014 through June 30, 2017 - Contract Amount Not to Exceed: \$51,000.00
7/29/2014	2892643	Wayne's Service (ABAN)	100% City Funding - To Provide Towing Services for Abandoned Vehicles Citywide - Contractor: Wayne's Service, Location: 20495 Sherwood St., Detroit, MI 48234 - Contract Period: July 1, 2014 through June 30, 2017 - Contract Amount Not to Exceed: \$51,000.00

7/29/2014	2892391	Nationwide Recovery (ABAN)	100% City Funding - To Provide Towing Services for Abandoned Vehicles Citywide - Contractor: Nationwide Recovery, Location: 11785 Freud Road, Detroit, MI 48213 - Contract Period: July 1, 2014 through June 30, 2017 - Contract Amount Not to Exceed \$51,000.00
7/29/2014	2895741	Southeastern Equipment	100% City Funding - To Provide Three (3) Front End Loaders - Contractor: Southeastern Equipment, Location: 48545 Grand River Avenue, Novi, MI 48374 - Contract Amount Not to Exceed \$496,927.00
7/29/2014	2895741	Spaulding Manufacturing	100% City Funding - To Provide 2 (Four) Ton Diesel Fired Asphalt Hauling Trailers - Contractor: Spaulding Manufacturing Inc., Location: 5360 East Road, Saginaw, MI 48610 - Contract Amount Not to Exceed \$49,800.00
7/29/2014	2893923	Galeana's Van Dyke Dodge	20% State, 80% Federal Funding - To Provide (Seven) Vehicles, 5 Cars and 2 SUVs for Transit Police - Contractor: Galeana's Van Dyke Dodge, Location: 28400 Van Dyke, Warren, MI 48093 - Contract Amount Not to Exceed \$169,891.00
7/29/2014	2884148	Institute for Population Health	100% State Funding - To Provide Public Health Services through the State of Michigan Comprehensive Services Program - Contractor: Institute for Population Health, Location: 1400 Woodbridge Street, Detroit, MI 48207 - Contract Period: October 1, 2013 through September 30, 2014 - Increase Amount: \$418,621.00 - Contract Amount Not to Exceed \$14,273,049.00
7/29/2014	2884810	Institute for Population Health	100% State Funding - To Provide Public Health Services through The Healthy Michigan Program - Contractor: Institute for Population Health, Location: 1400 Woodbridge Street, Detroit, MI 48207 - Contract Period: October 1, 2013 through September 30, 2014 - Increase Amount: \$3,200,000.00 - Contract Amount Not to Exceed \$7,044,601.00
7/29/2014	2895814	GFI Genfare	20% State, 80% Federal Funding - To Provide Parts and Service for GFI Farebox System - Contractor: GFI Genfare, Location: 751 Pratt Boulevard, Elk Grove Village, IL 60007 - Contract Period: August 1, 2014 through July 31, 2017 - Contract Amount Not to Exceed \$1,074,948.68/3 yrs

7/29/2014	2896011	Downtown Development Authority	
7/29/2014	2894152	Gila Corporation	100% City Funding - To Provide Collection Services for Garnishment, Liens and Foreclosures for the City - Contractor: Gila Corporation d/b/a MSB, Location: 8325 Tuscany Way, Bldg #4, Austin, TX 78754 - Contract Period: July 9, 2014 through July 10, 2015 - Contract Amount: \$0.00 Revenue Contract.
7/29/2014	2885386	Economic Development Corp.	100% City Funding - To Provide Project Management Services -- Contractor: The Economic Development Corporation of the City of Detroit, Location: 500 Griswold, Suite 2200, Detroit, MI 48226 - Contract Period: July 1, 2013 through June 30, 2014 - Increase Amount: \$55,000.00 - Contract Amount: \$255,000.00. (Amendment #1 requesting increase in funds. Original contract \$200,000.0.)
7/29/2014	2885389	Detroit Economic Growth Corp.	100% City Funding - To Provide Project Management Services - Contractor: The Detroit Economic Growth Corporation, Location: 500 Griswold, Suite 2200, Detroit, MI 48226 - Contract Period: July 1, 2013 through June 30, 2014 - Increase Amount: \$150,000.00 - Contract Amount: \$850,000.00 (Amendment #1 requesting additional funds. Original contract \$700,000.0)
7/29/2014	86861	George Hall, Jr. (License Investigator)	100% City Funding - Special Investigator (Commercial and Residential Licenses) - To Investigate and Enforce Cases of Non-Conformance with City Licensing Requirements; Issue Department Notices of Violations; Collect Fees accruing from Commercial and Safety Licenses, Permits and Certificates Required of Business Establishments and individuals; Resolve Complex Licensing Issues - Contractor: George Hall, Jr., Location: 1436 Chicago Blvd, Detroit, MI 48206 - Contract Period: July 1, 2014 through June 30, 2015- \$24.04 per hour - Contract Amount: \$50,000.00
7/29/2014	86862	Walter T. Powell (License Investigator)	100% City Funding - Special Investigator (Commercial and Residential Licenses) - To Investigate and Enforce Cases of Non-Conformance with City Licensing Requirements; Issue Department Notices of Violations; Collect Fees accruing from Commercial and Safety Licenses, Permits and Certificates Required of Business Establishments and individuals; Resolve Complex Licensing Issues - Contractor: Walter T. Powell, Location: 15753 Sorrento, Detroit, MI 48227 - Contract Period: July 1, 2014 through June 30, 2015- \$24.04 per hour - Contract Amount: \$50,000.00.

7-29-2014	86798	Ali Afarajalla (Benson)	To Provide Community Constituent Services to Council Member Scott Benson - Contractor: Ali Afarajalla, Location: 6259 Kendworth, Dearborn, MI 48126 Contract Period: July 1, 2014 through June 30, 2015 - 30 hours per week - \$15.46 per hour Contract Amount: \$24,138.00
7-29-2014	86859	Timothy Boscarino (Legis.Policy Div.)	100% City Funding - Zoning Specialist/Historic Planner - To Assist the Director in the Performance of Division Duties on Behalf of the Detroit City Council - Contractor: Timothy Boscarino, Location: 5023 Commonwealth Street, Detroit, MI 48208 - Contract Period: July 1, 2014 through June 30, 2015 - \$27.00 per hour - Contract Amount: \$58,632.00
7-29-2014	86899	David Mitchell (Benson)	100% City Funding - To Provide a Legislative Assistant to Council Member Scott Benson - Contractor: David Mitchell, Location: 2112 Hyde Park Drive, Detroit, MI 48207 - Contract Period: July 1, 2014 through June 30, 2015 - \$16.00 per hour - Contract Amount: \$16,768.00
7-29-2014	86924	Hakeem Weatherspoon (Spivey)	100% City Funding - To Provide an Intern to Council Member Andre Spivey - Contractor: Hakeem Weatherspoon, Location: 14077 Fairmount, Detroit, MI 48205 - Contract Period: July 1, 2014 through August 31, 2014 - \$15.50 per hour - Contract Amount: \$3,100.00
7-29-2014	86925	Kyra Porties (Spivey)	100% City Funding - To Provide an Intern to Council Member Andre Spivey - Contractor: Kyra Porties, Location: 9920 E Outer Drive, Detroit, MI 48224 - Contract Period: July 1, 2014 through August 31, 2014 - \$15.50 per hour - Contract Amount: \$3,100.00
7-29-2014	86926	Nin Cahill (Castaneda-Lopez)	100% City Funding - To Provide a Legislative Assistant to Council Member Raquel Castaneda-Lopez - Contractor: Nina Cahill, Location: 91b Catherine St., Ann Arbor, MI 48104 - Contract Period: July 1, 2014 through August 29, 2014 - 7 hours per week - \$7.40 per hour - Contract Amount: \$2,664.00
7-29-2014	86929	Karla R. Marshall (Benson)	100% City Funding - To Provide a Legislative Assistant to Council Member Scott Benson - Contractor: Karla R. Marshall, Location: 119 Tuxedo, Highland Park, MI 48203 - Contract Period: July 1, 2014 through June 30, 2015 - 20 hours per week - \$16.00 per hour - Contract Amount: \$16,768.00

8-11-2014	2838944	Excel4Apps	100% City Funding - To Provide Five (5) New Software Licenses for GI Wands, Eight (8) Report Wand Licenses and Software Equipment for 95 Licenses - Contractor: Excel4Apps, Location: 2581 Washington Road, Suite 212, Pittsburgh, PA 15241 - Contract Period: December 19, 2014 through December 19, 2017 - Contract Amount: \$110,411.63
8-11-2014	2892390	Michigan Auto Recovery	100% City Funding - To Provide Towing Services for Abandoned Vehicles Citywide - Contractor: Michigan Auto Recovery, Location: 8850 Southfield, Road, Detroit, MI 48228 - Contract Period: July 1, 2014 through June 30, 2017 - Contract Amount: \$51,000.00
8-11-2014	2896148	T&N Services, Inc.	100% City Funding - To Provide Rodenticide (Rat Bait) - Contractor: T&N Services, Inc., Location: 2940 E. Jefferson, Detroit, MI 48045 - Contract Period: August 1, 2014 through July 31, 2016 - Contract Amount: \$45,471.90 2 yrs
8-11-2014	2895810	Jorgen Ford	20% State, 80% Federal Funding - To Provide One (1) Warehousing Truck with Attached Steel Flatbed Stake Body - Contractor: Jorgensen Ford, Location: 8333 Michigan Avenue, Detroit, MI 48219 - Contract Amount: \$64,559.00
8-11-2014	2896501	York Risk Services Group, Inc.	100% City Funding - To Provide City of Detroit Auto and General Liability Services and Programs - Contractor: York Risk Services Group, Inc., Location: 99 Cherry Hill Road, Suite 102, Parsippany, NJ 07054 - Contract Period: October 1, 2014 through October 1, 2017 - Contract Amount: \$1,548,289.00
8-18-2014	2817890	Chrysler Group Transport	100% Other Funding - To Provide Leasing of Ground Space, West of French Road - Contractor: Chrysler Group Transport, LLC, Location: 1009 Chrysler Drive, CIMS 485-12-30, Auburn Hills, MI 48326 - Contract Period: January 1, 2014 through December 31, 2018 - Increase Amount: \$600,000.00 - Contract Amount: \$1,110,000.00
8-18-2014	2896379	QOE Consulting	100% Other (Revenue) Funding - To Provide Leasing of Property at the Coleman A. Young International Airport (Nonaeronautical/Landside) - Contractor: QOE Consulting, PLC, Location: 4100 Capital City Blvd., 2nd Floor, Lansing, MI 48906 - Contract Period: July 1, 2014 through June 30, 2017 - Contract Amount Revenue: \$14,400.00

8-18-2014	2893793	Mariner's Inn (Emg.Solutions Grant)	100% Federal Funding - To Provide Emergency Shelter for Homeless and/or Addicted Male Residents - Contractor: Mariner's Inn, Location: 445 E. Ledyard, Detroit, MI 48201 - Contract Period: October 1, 2013 through December 31, 2015 - Contract Amount: \$140,000.00
8-18-2014	2893802	Operation Get Down	100% Federal Funding - To Provide Public Service Shelter and Activities for the Homeless, Location: 10100 Harper, Detroit, MI 48213 - Contract Period: January 1, 2014 through December 31, 2015 - Contract Amount: \$100,000.00
8-18-2014	2893836	Alternatives for Girls (Emg.Solutions Grant)	100% Federal Funding - To Provide Emergency Shelter Services for Homeless Young Women - Contractor: Alternatives for Girls, Location: 903 W. Grand Blvd, Detroit, MI 48208 - Contract Period: October 1, 2013 through September 30, 2015 - Contract Amount: \$120,943.00
8-18-2014	2893855	Covenant House Mich. (Emg.Solutions Grant)	100% Federal Funding - To Provide Basic Necessities, Housing, Job Preparedness, Employment Opportunities and Emergency Medical Services for Residents of the City of Detroit - Contractor: Covenant House Michigan, Location: 2959 Martin Luther King Jr. Blvd., Detroit, MI 48208 - Contract Period: October 1, 2013 through September 30, 2015 - Contract Amount: \$100,000.00
8-18-2014	2893862	Coalition on Temp.SHELTER (Emg.Solutions Grant)	100% Federal Funding - To Provide Emergency Public Services to the Residents of the City of Detroit - Contractor: Coalition on Temporary Shelter, (COTS), Location: 26 Peterboro, Detroit, MI 48201 - Contract Period: October 1, 2013 through December 31, 2015 - Contract Amount: \$135,000.00
8-18-2014	2894806	United Comm.Housing Coalition (Emg.Solut.Grant)	100% Federal Funding - To Provide Homeless Public Services for the Residents of the City of Detroit - Contractor: United Community Housing Coalition, Location: 220 Bagley, Suite 200, Detroit, MI 48206 - Contract Period: October 1, 2013 through September 30, 2015 - Contract Amount: \$135,536.00
8-18-2014	2895146	Det.Cent.City Comm.Mental Health (Emg.Solut. Grant)	100% Federal Funding - To Provide Rapid Re-Housing and Homeless Prevention Services for Mentally Ill Residents - Contractor: Detroit Central City Community Mental Health, Inc., Location: 10 Peterboro, Detroit, MI 48201 - Contract Period: January 1, 2014 through December 31, 2015 - Contract Amount: \$302,642.65

8/18/2014	2895514	Neighborhood Services Org. (Emg.Sol. Grant)	100% Federal Funding - To Provide Emergency Shelter and Transitional Housing located at 3430 Third Avenue - Contractor: Neighborhood Service Organization, Location: 882 Oakman Blvd, Suite C, Detroit, MI 48238 - Contract Period: October 1, 2013 through December 31, 2015 - Contract Amount: \$508,787.00
8/18/2014	2895769	Neigh.Legal Services (Emg.Solutions Grant)	100% Federal Funding - To Provide Rapid Re-Housing and Homeless Prevention Services to all City of Residents who Qualify - Contractor: Neighborhood Legal Services Michigan, Location: 7310 Woodward Avenue, Detroit, MI 48202 - Contract Period: October 1, 2013 through December 31, 2015 - Contract Amount: \$500,000.00
8/18/2014	2894250	Celebrity Car Wash	100% City Funding - To Provide Vehicle Wash Service - Contractor: Celebrity Car Wash, Location: 8641 Woodward, Detroit, MI 48202 - Contract Period: July 1, 2014 through June 30, 2017 - Contract Amount: \$63,000.00/3 yrs
8/18/2014	2896464	Hilco Industrial	Revenue - To Provide Auction Services for City-Wide Surplus Assets - Contractor: Hilco Industrial LLC, 31555 W. 14 Mile Road, Suite 301, Farmington Hills, Michigan 48334 - Contract Period: Upon City Council and Emergency Manager Approval for (3) three years - Contract Amount: \$0.00 (REVENUE)
8/25/2014	2895764	Power Lighting & Technical	100% City Funding - To Provide Electrical Repair Services - Contractor: Power Lighting & Technical Services, Location: 10824 West Chicago, Suite 200, Detroit, MI 48204 - Contract Period: July 1, 2014 through June 30, 2017 - Contract Amount: \$600,000.00/3 yrs
8/25/2014	2896815	Certified Alignment	100% City Funding - To Provide Repair Service, Parts and/or Labor - Truck Sweeper Springs - Contractor: Certified Alignment, Location: 6707 Dix, Detroit, MI 48209 - Contract Period: August 1, 2014 through July 31, 2017 - Contract Amount: \$634,652.76/3 yrs.
8/25/2014	2892408	Joy-Southfield CDC	100% Federal Funding - Façade Program - To Provide Management, Administration and Construction of certain infrastructure improvements - Contractor: Joy-Southfield Community Development Corporation, Location: 18917 Joy Road, Detroit, MI 48228 - Contract Period: November 15, 2014 through May 31, 2016 - Contract Amount: \$100,000.00

8/25/2014	2893829	Travelers Aid Society	100% Federal Funding - To Provide Public Service Activities - Contractor: Travelers Aid Society of Metropolitan Detroit, Location: 65 Cadillac, Suite 3000, Detroit, MI 48226 - Contract Period: January 1, 2014 through December 31, 2015 - Contract Amount: \$100,000.00
8/25/2014	2893962	Detroit Rescue Mission Ministries	100% Federal Funding - To Provide Emergency Shelter Facility Rehabilitation Services - Contractor: Detroit Rescue Mission Ministries, Location: 150 Stimson St., Detroit, MI 48201 - Contract Period: January 1, 2014 through December 31, 2015 - Contract Amount: \$130,000.00
8/25/2014	2893965	Detroit Rescue Mission Ministries	100% Federal Funding - To Provide Emergency Shelter Rehabilitation - Contractor: Detroit Rescue Mission Ministries - Fairview Rehab, Location: 150 Stimson St., Detroit, MI 48201 - Contract Period: January 1, 2014 through December 31, 2015 - Contract Amount: \$190,000.00
8/25/2014	2894759	Detroit Rescue Mission Ministries	100% Federal Funding - To Provide Homeless Public Services for the Residents of the City of Detroit - Contractor: Detroit Rescue Mission Ministries - Emergency Shelters, Location: 150 Stimson St., Detroit, MI 48201 - Contract Period: January 1, 2014 through December 31, 2015 - Contract Amount: \$250,000.00
8/25/2014	2895142	The Salvation Army	100% Federal Funding - To Provide a Homeless Shelter for Residents of the City of Detroit - Contractor: The Salvation Army, Location: 16130 Northland Drive, Southfield, MI 48075 - Contract Period: January 1, 2014 through December 31, 2015 - Contract Amount: \$100,000.00
8/25/2014	2895673	The Salvation Army	100% Federal Funding - To Provide Emergency Shelter Facility Rehabilitation Services - Contractor: The Salvation Army, Location: 16130 Northland Drive, Southfield, MI 48075 - Contract Period: January 1, 2014 through December 31, 2015 - Contract Amount: \$297,003.68
8/25/2014	2895714	Michigan Veterans Foundation	100% Federal Funding - To Provide Detroit Veterans with Transitional Housing and Resource Center - Contractor: Michigan Veterans Foundation, Location: 2770 Park Blvd, Detroit, MI 48203 - Contract Period: October 1, 2013 through December 31, 2015 - Contract Amount: \$125,000.00

8/25/2014	2877508	Downtown Development Authority	100% State Funding - To Provide the Percentage MDOT will Pay the City from Federal Funds upon Approval of Certified Bids will Change from 95 Percent to 91 Percent of Eligible Project Costs. Also, HD Projects 4 and 5 will be Eliminated and the Related Allocations Shifted to HD Project 3. - Contractor: Downtown Development Authority, Location: 500 Griswold Suite 220, Detroit, MI 48226 - Contract Period: March 5, 2013 through June 30, 2017 - Contract Amount: \$2,539,286.00
8/25/2014	2895915	Economic Development Corp. (Livernois)	100% Other Funding - To Provide Partial Funding for Streetscaping Improvements Along a 2.8 Mile Stretch of Livernois Avenue Between the Lodge Freeway and Eight Mile Road Consisting of Boulevard Landscaping, Irrigation, Pedestrian Features Along with the Necessary Related Work. - Contractor: Economic Development Corporation, Location: 500 Griswold Suite 220, Detroit, MI 48226 - Contract Period: June 1, 2014 through June 30, 2017 - Contract Amount: \$0.00
8/25/2014	2895916	Jefferson East, Inc. (E. Jefferson)	100% Other Funding - To Provide Funding for Portions of the Project Costs for Construction of Traffic Calming Medians, Landscaping, Installation of Bike Lanes and Sidewalk Ramps Along with Necessary Related Work on East Jefferson Avenue from Lakewood Street to Aler Road. - Contractor: Jefferson East, Inc., Location: 14628 East Jefferson, Detroit, MI 48215 - Contract Period: June 1, 2014 through June 30, 2017 - Contract Amount: \$0.00
8/25/2014	2896329	Mich. Department of Transportation (Traffic Mgmt. Ctr)	100% Federal Funding - To Provide Traffic Management Center Work, Including General Operation, Communication, Equipment and System Management. - Contractor: Michigan Department of Transportation, Location: P.O. Box 30050, Lansing, MI 48909 - Contract Period: October 1, 2014 through July 31, 2017 - Contract Amount: \$750,400.00
8/25/2014	2896338	Mich. Department of Transportation (Mt.Elliott)	100% State Funding - To Provide Funding Through the Priority Road Investment Program (PRIPI) Project for the Completion of Improvements to Mt. Elliott Street from Seven Mile to Eight Mile Road Including Resurfacing. - Contractor: Michigan Department of Transportation, Location: P.O. Box 30050, Lansing, MI 48909 - Contract Period: July 1, 2014 through June 30, 2017 - Contract Amount: \$750,000.00
8/25/2014	2896340	Mich. Department of Transportation (Grd.River)	100% State Funding - To Provide Funding Through the Priority Road Investment Program (PRIPI) Project for the Completion of Improvements to Schoencraft Avenue from Grand River Avenue to Wyoming Avenue Including Resurfacing. - Contractor: Michigan Department of Transportation, Location: P.O. Box 30050, Lansing, MI 48909 - Contract Period: July 1, 2014 through June 30, 2017 - Contract Amount: \$950,000.00

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From: Board of Police Commissioners  
Subject: **PROPOSED TOWING REGULATIONS AND CRITERIA**

### **APPLICATION PROCESS – PROSPECTIVE TOW COMPANY**

#### **Goals in the Selection Process**

The City of Detroit is responsible for maintaining clean, safe and functional streets for its citizen's use. Citizens are entitled to a well-managed system vehicle towing system that affords them a high level of customer service, convenience, courtesy, and professionalism. These are common goals shared by the Detroit Police Department ("the Department") and the Board of Police Commissioners ("the Board"). To that end, the selection process formulated by the City will result in awarding tow contracts (including contracts for the storage and disposal of abandoned and illegally parked vehicles) only to those tow companies who share in these goals.

#### **Application Packet**

Each prospective tower applicant must furnish the Department with completed information contained in the tower application packet which must include:

- Completed Application
- Background clearances on all employees (at the tower's cost)
- A list of any and all civil cases (pending and closed) where the prospective tower is named as a defendant
- Insurance Information (attach Certificate of Liability Insurance)
- List of licenses held
- List of trucks owned or leased (attach registrations)
- List of special on-site equipment
- Property tax clearances to the primary and secondary location
- Vendor's income tax clearance
- Zoning clearances for all storage location
- A detailed listing of all tow companies where the owner / proprietor or family member of the owner / proprietor, has at least a 10% stake in the tow company(s).
- Proof of certification as a Detroit-based business
- Proof that private storage lot, yard or garage is located within the boundaries of the City of Detroit<sup>1</sup>

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<sup>1</sup> Detroit Ordinance, § 55-15-1(4)

## **Additional Applicant Requirements**

Applicants for contracts must provide the following information with regard to **all** parents, subsidiaries, divisions, affiliates, partners and major stockholders or members (over 10%):

Name \_\_\_\_\_  
Address \_\_\_\_\_  
President/CEO \_\_\_\_\_  
Relationship to Applicant \_\_\_\_\_  
Percentage of Stock Ownership in Applicant \_\_\_\_\_

## **Background Check Certification**

At the time of application, and continuing thereafter on a yearly basis, the applicant must provide certification from an independent background check organization approved by the Department that the applicant and its employees are free of the following felony convictions for the past seven (7) years, including but not limited to:

- Any offense that pertains to alteration or removal of a vehicle's identification numbers, theft and/or injury to vehicles, unlawful possession of burglary tools, petty theft, grand theft, or robbery, arson, extortion, forgery, false imprisonment and burglary;
- Any offense, the elements of which include inflicting bodily injury or death to a person or persons;
- Reckless driving or driving under the influence of any drug or intoxicating liquor, regardless of whether the incident resulted in bodily injury or death, hit and run, any conviction for drug use (possession or sale) and evading a police officer;
- Any offense for which an individual must register as a sex offender.

Selected tow companies will provide the City with annual background checks, proof of valid driver licenses and driving records on its employees.

## **SELECTION CRITERIA**

Applicants must agree to be bound by all the terms and conditions of the Police Authorized Tower Contract with the City of Detroit.

The Department, at its discretion, shall identify a reasonable number of tow companies per district or precinct. Each year, the Department will review the performance of each authorized tow company.

Selected tow companies must attend a mandatory Tower Orientation session, which will include an overview of the requirements mandated by the Department, as well as the customer service/citizen complaint process.

The large number of vehicles within the City generates an intense demand for regulation of traffic flow that can only be met by a tow program that is efficient and capable of handling tow operations through the use of highly trained and properly equipped personnel and offices. At a minimum, the tow company must have sufficient equipment to perform required tow services. (e.g. tow trucks, properly zoned property for storage and insurance for each)

### **Insurance Requirements**

During the entire term of any contractual relationship with the City, the Tow Company must maintain, at minimum and at its expense, the following insurance:

<u>TYPE</u>	<u>AMOUNT NOT LESS THAN</u>
(a) Workers' Compensation	Michigan Statutory minimum
(b) Employer's Liability	\$500,000.00 minimum each disease \$500,000.00 minimum each person \$500,000.00 minimum each accident
(c) Commercial General Liability Insurance	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate Coverage is to include blanket contractual liability.
(d) Garage Keeper's Legal Liability Insurance	\$50,000.00
(E) Automobile Liability	\$1,000,000.00 combined single Insurance (covering limit for bodily injury all owned, hired and and property damage to non-owned vehicles with personal and property protection insurance including residual liability insurance under Michigan No Fault Insurance Law)

To the extent that state and/or federal law imposes requirements in excess of those provided, the tow company must comply with the requirements of the law.

The City will reserve the right to change the insurance requirements 30 days after written notice to the tow company. Each year, the tow company must provide current certificates of insurance to the City, naming the City as an additional insured. The City must be provided 30 days' notice of any cancellations or nonrenewal of insurance coverage.

### **Indemnification**

The tow company must agree to be solely responsible for and indemnify, defend and hold harmless the City of Detroit from and against all losses, liability, claims, causes of action, damages or costs, including any related expenses and attorney fees, for or on account of injuries to or death of any person and/or any property damage alleged to have been sustained in connection with the tow company's performance or failure to perform.

### **Operation and Use of Facilities**

#### **Towing Equipment**

Selected tow companies may either own or lease their towing equipment, so long as the equipment is adequate and is properly insured.

#### **Storage Facility**

Selected tow companies must provide convenient, well-managed, and courteously operated storage facilities for vehicles towed pursuant to Detroit Traffic Codes, and other vehicles ordered towed by the Department.

The City shall have the right to enter the tow company's facilities at any time. The tow company shall maintain an office at each facility with sufficient space for all necessary business capabilities, i.e. computers with software capabilities to collect vehicle information and other data, telephones, facsimile machines for servicing the customer and the department. Data on each vehicle should be stored electronically and subject to inspection and audit. Each yard/storage facility should contain a digital camera recording system (with DVR backup). The tow company shall supply the necessary toilet facilities at each location. The tow company shall be responsible for securing the facilities, all vehicles located therein and for the safety and security of all towed vehicles, including without limitation limiting access to authorized persons. The tow company shall operate and maintain the facilities in accordance with all applicable zoning requirements, local, state, and federal laws.

#### **Methods of Payment**

All selected tow companies shall accept cash (and issue sequential cash receipts), and may accept any other tender at their own risk. Tow companies may provide on-site cash machines for the citizens' convenience. Any fees incurred by or loss from such transactions shall be processed in accordance with normal business practices.

*Posting of Required Information*

The Department will provide signage to each tow company (at the tow company's expense) which must be conspicuously displayed and easily visible at each storage lot, yard or garage which expressly states the following:

- The name and address of the tower's insurance broker handling the insurance coverage required by the Agreement.
- Schedule of all approved towing, storage and additional charges as specified by the City. Tow companies shall be expressly prohibited from charging any fee or cost in excess of that specifically authorized by the City.
- A notice explaining the conditions under which and the procedure by which a tow hearing may be requested from the City and the Detroit Police Department.
- Procedures for filing a claim for damages incurred to the vehicle or contents thereof as a result of the tow or while in storage.
- Copies of the entire schedule of charges on customer's copy of receipt ticket.
- A list of the documents required by the tow company in order for a citizen to retrieve a towed vehicle.
- The registered owner shall not be charged for the initial viewing of a recovered vehicle.
- The Department shall make arrangements to pay a police authorized tower for each tow of a vehicle to a city auto pound(s), precinct or district for the processing of evidence for the victims of the following crimes: Homicide, Carjacking, Criminal Sexual Conduct and Robbery.
- A Department contact name and phone number.

### Tow Release Procedures

The Department shall provide the public with a Department telephone number to facilitate the retrieval of information on towed vehicles.

The City shall be held harmless from all claims arising out of the improper release of a vehicle. Responsibility for the release of a vehicle to a person without such evidence devolves fully on the tower.

In the event that the towed vehicle has been identified as having a Police Hold (meaning that the Police have communicated in writing that the vehicle is to be placed on hold until released in writing), the tower shall not release the vehicle without written authorization from the Department.

If the tower tows a vehicle without an impound card, or releases, sells, auctions, or crushes a vehicle that is subject to a police hold, notwithstanding any criminal or civil penalties levied by a court of law, there shall be \$1000 credit to the City per occurrence. In addition, the tower shall pay the blue book value of the vehicle to the owner if the vehicle is no longer available. In the event the vehicle sustains damage while in the possession of the tower, the tower will be responsible. This does not preclude the registered owner from taking legal action.

Any tow company with an unclaimed vehicle on their premises for 7 days must notify the Department, TCRU and the Towing Monitor in writing. It shall be the tow company's responsibility to provide the Department (Grants & Contracts), with written notice every 7 days the vehicle remains unclaimed.

### **Customer Service**

#### Towing Response Time

The City greatly values prompt courteous service to the public. The Department shall create a Citizen Complaint Form to facilitate feedback on the tow company's performance. The Department and the Towing Monitor (should one be selected) will serve as the repository for the Citizen Complaint Forms. The Department shall implement a process whereby citizens can register written complaints.

The tow company must act in accordance with the highest industry standards and practices as approved by the City of Detroit. Therefore, the tow company must not cause the public unreasonable delay either on the phone or in person. Tow companies shall respond with the appropriate equipment to the designated point of tow within twenty minutes (20) minutes of the dispatch.

All selected tow companies shall accommodate special tow programs such as abandoned vehicle sweeps and City-sponsored events. The City will notify the tow company in advance to insure that a sufficient number of tow trucks are available. The City shall state the number of tow operators required, the location and the time that they are to start.

In all contacts with the public, selected tow companies must promptly return vehicles when presented with sufficient proof of payment and ownership pursuant to applicable law and any guidelines provided by the City and designated department personnel.

#### Hours of Service

All tow companies must respond to all tow service calls with sufficient operational equipment to meet all towing services required at all times, 24-hours per day, seven days per week, including holidays. In the event a tow company does not respond to a tow service call, that Tow Company will be skipped, and the next tow company in the rotation will be called for the service call. The hours of service must allow citizens to retrieve their vehicles from 7 a.m. – 7 p.m., seven (7) days a week.

### **INTERNAL CONTROLS**

#### Tower Rotation

Unless the workload or new technology warrants change, the criteria for tower rotation are as follows:

- A maximum of six (6) authorized tow companies will be assigned to each District and a maximum of three to each Precinct.
- Each Authorized Tower will tow on a rotational basis within the respective District or Precinct in which they are geographically located. Towers which are cross-owned on a basis which is greater than 10%, or which are owned by members of the same family (e.g. spouse, sibling, parent or child), will occupy only one position on the rotation roster.
- Districts or Precincts lacking adequate authorized tow companies to cover their respective areas shall have towers assigned by Fiscal Management Bureau on the basis of their geographical distance to the **actual** District or Precinct.

- Authorized tow companies assigned to tow in the area of 36<sup>th</sup> District Court or for events are required to have a tow truck on stand-by in the downtown area for immediate towing. These tow companies shall tow on a weekly rotational basis.
- **Abandoned vehicle tow** requests shall be rotated among the tow companies capable of towing and storing abandoned vehicles within the respective District or Precinct. This rotation shall be separate from all other authorized tows. The rotation shall be on a vehicle by vehicle basis among those tow companies who are capable, which will ensure that all abandoned tows are rotated fairly and equitably.
- **Heavy duty towing** shall be rotated among the tow companies having that capability. "Capability" shall mean those authorized tow companies who: possess heavy duty trucks and equipment on site; employ drivers in possession of the required CDL license endorsement; and possess the space to store semi-trucks. The heavy duty towers shall be separated from the regular authorized tower rotation.

Detroit Police officers (or any other public official who exercises any functions or responsibilities in the review and/or approval of police authorized tow companies under any towing contract with the City) shall be strictly prohibited from directly calling in tow companies for tow(s). Detroit Police officers assigned to abandoned vehicles ("ABAN" officers) are also strictly prohibited from calling any tower directly for a tow. If a tower fails to respond within 20 minutes after receiving a call, the next tower in line for rotation will be contacted. No vehicle shall be towed without authorization from the Detroit Police Department Dispatch Center. To ensure safety for the residents and the towers, no vehicles shall be towed that are in the presence of the owner, driver, or current occupier, without a Detroit Police Officer present.

#### Record Keeping

All selected tow companies shall maintain, in accordance with generally accepted accounting principles, complete and accurate books of account and records relating to all items of income received and expenses incurred in the performance of this Agreement. Such books of account shall be maintained at the site approved by the city. Selected tow companies will be required to provide the City with a copy of their annual financial statement.

### Annual Audit

All tow companies shall be required to provide the Department and the Towing Monitor with an annual financial and operational audit. The City and/or the Department reserve the right to audit the books and records of each tow company in order to ensure compliance with the Police Authorized Towing Contract and these Rules. This review may include, but may not be limited to, all monies collected by the tow company under the Police Authorized Towing Contract, auction procedures, and compliance with the L.E.I.N. sale process.

### Monitoring Process

The Department, with input from the Board will monitor this process and may appoint a Towing Monitor. If a Towing Monitor is appointed, such individual will select a team of civilian and sworn personnel who will serve as an investigation unit and liaison between all tow companies and the City of Detroit. This team will also be responsible for monitoring tow company performance by conducting site visits and will report any variances to the Board.

### Abandoned Vehicle Auctions

Tow companies will be required to cooperate with the Department, and comply with the Department's Manual with regard to public abandoned vehicle auto auctions

## **LEGAL CONSIDERATIONS**

### Conflicts of Interest

Selected tow companies must certify that no officer, agent, or employee of the City (including police officers) or any other public official who exercises any functions or responsibilities in the review, approval, or selection of police authorized tow companies under any towing contract with the City has any personal or financial interest, directly or indirectly in the selected tow company. Selected tow companies must also agree not to retain the services of any member of the Department, agent, or Board member, and will not hire any person with an interest that could possibly conflict in any manner with the performance of any towing contract with the City.

### Nontransferability and Termination

Any contract to provide towing services to the City cannot be transferred, sold or assigned to any other person or entity. Selected tow companies must notify the Department and/or City if it sells, or in any manner transfers, the company, a substantial portion of its assets, or 10% or more of the outstanding stock in the

tow company during any 12 month period, or if there is a change in any of the partners, owners, or officers of the tow company.

The City reserves the right to terminate any towing contract with a tow company in the event of a breach of the towing contract or any provision of the towing contract.

The City may immediately terminate any towing contract with a tow company for fraud or criminal conduct by the tow company or its employees.